

**JOINT PROJECT AGREEMENT  
BETWEEN  
LEON COUNTY, FLORIDA  
AND  
CITY OF TALLAHASSEE, FLORIDA**

CONCERNING THE FUNDING AND DESIGN OF THE TRANSPORTATION IMPROVEMENTS AT THE INTERSECTION OF LAFAYETTE STREET AND MAGNOLIA DRIVE IN THE CITY OF TALLAHASSEE, FLORIDA.

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between LEON COUNTY, FLORIDA, hereinafter called the COUNTY, whose mailing address is County Engineer, Leon County, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida, 32301, and CITY OF TALLAHASSEE, hereinafter called the CITY, whose mailing address is City Engineer, City Hall, 300 South Adams Street, Tallahassee, Florida 32301.

WITNESSETH

WHEREAS, the CITY agrees to design the transportation improvements at the intersection of Lafayette Street and Magnolia Drive in the City of Tallahassee, Florida; and

WHEREAS, the COUNTY wishes to provide funding for the design of the transportation improvements at the intersection of Lafayette Street and Magnolia Drive (said design of the transportation improvement shall, for the purposes of this Agreement, hereinafter be referred to as the PROJECT); and

WHEREAS, the parties feel that a Joint Participation Agreement is needed and required to define the specific contributions to be made by each party (hereinafter referred to as the Agreement); and

FURTHER WHEREAS, this Agreement is sanctioned by the COUNTY by a vote of the Board of COUNTY Commissioners on June \_\_\_\_\_, 2005, a copy of the minutes of said meeting being attached hereto and made a part hereof, has authorized its Chairman to enter into this Agreement and funding of the costs, as agreed herein, which shall be incurred by the CITY. This Agreement is also sanctioned by the CITY by a vote of the CITY Commissioners on June \_\_\_\_\_, 2005, a copy of the minutes of said meeting being attached hereto and made a part hereof, has authorized its Mayor to enter into this Agreement:

NOW THEREFORE, in consideration of these premises and the covenants contained herein, the parties agree to the following:

1. All of the preceding is incorporated into the body of this Agreement and is, by;
2. The CITY shall administer the PROJECT.
3. The COUNTY agrees to provide to the CITY funding in an amount equal to the preliminary cost estimate for the PROJECT (hereinafter referred to as the "Initial Deposit"), which funds may be applied toward the cost of the PROJECT. The Initial Deposit shall be provided without requirement that any of said amount, to the extent it is used by the CITY for the PROJECT, be repaid to the COUNTY.

- 4.A. For the purposes of determining the Initial Deposit, the preliminary estimate for the PROJECT shall be TWO HUNDRED THOUSAND dollars (\$200,000).
- 4.B. COUNTY agrees that it will, at least sixty (60) calendar days prior to the CITY'S advertising request for proposals to retain the consultant services for the PROJECT, deliver to the CITY the Initial Deposit. The delivery date of the Initial Deposit will determine the advertising date of the PROJECT. Upon delivery of the Initial Deposit, the CITY may utilize it for payment of the costs of the PROJECT. Costs of the PROJECT shall include, but not limited to, advertising costs, copying, salary and overhead, consultant services and permit fees.
- 5.A. Following the delivery of the Initial Deposit, the CITY shall select a design consultant for the PROJECT (hereinafter referred to as the "Consultant") in accordance with the Consultants Competitive Negotiation Act. The COUNTY and the Tallahassee-Leon County Planning Department shall be represented on the committee that selects the Consultant.
- 5.B.(1) If the amount of the selected Consultant negotiated price is greater than the Initial Deposit, the CITY shall notify the COUNTY of the amount of the cost of the increase prior to accepting the Consultant proposal. The COUNTY shall notify the CITY in writing, within twenty-one (21) days after the CITY provides notice of the increased costs of the PROJECT, of its election as to whether or not it shall provide any additional funds for the PROJECT. If the COUNTY elects not to provide any additional funds, the Initial Deposit, less the CITY costs accrued to that date, shall be returned to the COUNTY. If the COUNTY elects to provide additional funds, such additional funds shall be delivered to the CITY within thirty (30) days after the COUNTY'S notification of such election, and the CITY shall thereafter accept the Consultant proposal accordingly.
- 5.B.(2) In the event it is anticipated that there will be modifications to the Consultant's contract that would increase cost of the PROJECT, the COUNTY shall be notified by the CITY accordingly. Upon such notification to the COUNTY, the COUNTY shall within twenty-one (21) days notify the CITY in writing as to whether or not it can provide any additional funds for the PROJECT under its current budget. If the COUNTY'S current budget allows for additional funds to be provided for the PROJECT, such additional funds shall be delivered to the CITY within thirty (30) days in an amount not to exceed the increased costs of the PROJECT. If the COUNTY'S budget will not allow for additional funds to be provided for the PROJECT, the matter shall be taken to the Board of COUNTY Commissioners for consideration and direction at the next available date.
6. Upon completion of the PROJECT and final payment of PROJECT costs, the CITY shall have its final and complete accounting of all costs incurred for the PROJECT within three hundred sixty (360) days. All cost records and accounts for the PROJECT shall be subject to audit by a representative of the COUNTY for a period of three (3) years after final close out of the PROJECT. The COUNTY will be notified of the final cost of the PROJECT. Both parties agree that in the event the final accounting of the cost of the PROJECT is less than the total amount of payments delivered to the CITY pursuant to the Agreement, a refund of the excess payments will be made by the CITY to the COUNTY.

7. The COUNTY and the Tallahassee-Leon County Planning Department shall be notified and shall be entitled to be present at all meetings between the CITY and the Consultant. The COUNTY shall also be provided an opportunity to review the design plans prepared by the Consultant no later than five (5) days after thirty (30) percent plans are delivered to the CITY. Within five (5) days after such review, the COUNTY may provide to the CITY any suggested modifications to design plans. The Consultant shall not be allowed to proceed with the PROJECT until after the CITY has given reasonable consideration to the COUNTY'S suggested changes. The same review and comment procedure shall be used after the Consultant delivers to the CITY the sixty (60) percent plans and the one hundred (100) percent plans. At any time while this Agreement is in effect, any party may request and shall be granted upon reasonable notice a conference with any other party.

Neither the CITY nor the COUNTY during any fiscal year, shall expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. Both the CITY and the COUNTY shall require a statement from its Treasurer-Clerk that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.

8. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality of equal dignity herewith.
9. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.
10. DISPUTE RESOLUTION
- 10.A. The parties shall attempt to resolve any disputes that arise under this Agreement in good faith and in accordance with this Section. The provisions of the "Florida Governmental Conflict Resolution Act" shall not apply to disputes under this Agreement, as an alternative dispute resolution process, is hereby encompassed within Section 10.0. The aggrieved Party shall give written notice to the other Party, in the manner set forth in Section 8.0, setting forth the nature of the dispute, date of occurrence (if known), and proposed resolution, hereinafter referred to as the "Dispute Notice".

- 10.B. The appropriate CITY and COUNTY department heads shall meet at the earliest opportunity, but in any event within ten (10) days from the date of the Dispute Notice is received, to discuss and resolve the dispute. If the dispute is resolved to the mutual satisfaction of both, the department heads shall report their decision, in writing, to the CITY Manager and the COUNTY Administrator.
- 10.C. If the department heads are unable to reconcile the dispute, they shall report their impasse to the CITY Manager and the COUNTY Administrator who shall then convene a meeting at their earliest opportunity, but in any event within twenty (20) days following receipt of the Dispute Notice, to attempt to reconcile the dispute.
- 10.D. If a dispute is not resolved by the foregoing steps within thirty (30) days after receipt of the Dispute Notice, unless such time is extended by mutual agreement of the parties, then either Party may require the dispute to be submitted to mediation by delivering written notice thereof (the "Mediation Notice") to the other Party. The mediator shall meet the qualifications set forth in Rule 10.010(c) Florida Rules for Mediators, and shall be selected the Florida Rules for Mediators, and shall be selected by the parties within ten (10) days following receipt of the Mediation Notice. If the agreement on a mediator cannot be reached in that en (10) day period, then either Party can request that a mediator be selected by an independent conflict resolution organization, and such selection shall be binding on the parties. The costs of the mediator shall be borne equally by the parties.
- 10.E. If an amicable resolution of a dispute has not been reached within sixty (60) calendar days following selection of the mediator, or by such later date as may be mutually agreed upon by the parties, then such dispute may be referred to binding arbitration by either party. Such arbitration shall be constructed in accordance with the Florida Arbitration Code (Chapter 682, Florida Statutes).
- 10.E.(1) Such arbitration shall be initiated by delivery, from one party (the "Claimant") to the other (the "Respondent"), of a written demand therefore containing a statement of the nature of the dispute and the amount, if any, involved. The Respondent, within ten (10) days following its receipt of such demand shall, shall deliver an answering statement to the Claimant. After the delivery of such statements, either party may make new or different claims by providing the other with written notice thereof specifying the nature of such claims and the amount, if any, involved.
- 10.E.(2) Within ten (10) days following the delivery of such demand, each party shall select an arbitrator and shall deliver written notice of that selection to the other. If either party fails to select an arbitrator within such time, the other party may make application to the court for such appointment in accordance with the Florida Arbitration Code. Within ten (10) days following delivery of the last of such written notices, the two arbitrators so selected shall confer and shall select a third arbitrator. Each of the arbitrators so appointed shall have experience in local government transportation engineering issues.
- 10.E.(3) The arbitration hearing shall be commenced in Leon County, Florida within sixty (60) days following selection of the third arbitrator. Except as may be specifically provided herein, the arbitration shall be conducted in accordance with Rules R-23 - R-48, of the Commercial Arbitration Rules of the American Arbitration Association. 1.3

IN WITNESS WHEREOF, the COUNTY has caused this Joint Project Agreement to be executed in its behalf this \_\_\_\_\_ day of \_\_\_\_\_, 2005 by the Chairman of its Board of County Commissioners.

**LEON COUNTY, FLORIDA**

(A political subdivision of the  
State of Florida)

BY: \_\_\_\_\_  
Cliff Thael, Chairman  
Board of County Commissioners

ATTEST:  
BOB INZER, CLERK OF THE COURT  
LEON COUNTY, FLORIDA

BY: \_\_\_\_\_

APPROVED AS TO FORM:  
LEON COUNTY ATTORNEY'S OFFICE

BY: \_\_\_\_\_  
Herbert W.A. Thiele, Esq.  
County Attorney

**CITY OF TALLAHASSEE, FLORIDA**

(A political subdivision of the  
State of Florida)

BY: \_\_\_\_\_  
John Marks, Mayor  
City of Tallahassee

ATTEST:  
GARY M. HERNDON, TREASURER-CLERK  
CITY OF TALLAHASSEE, FLORIDA

BY: \_\_\_\_\_

APPROVED AS TO FORM:  
CITY OF TALLAHASSEE ATTORNEY'S OFFICE

BY: \_\_\_\_\_  
Jim English, Esq.  
City Attorney